

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaJobi Industries, Inc.		04/01/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	LaJobi, Inc.
Street Address:	257 Prospect Plains Road
City:	Cranbury
State/Country:	NEW JERSEY
Postal Code:	08512
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2682277	B BABI ITALIA
Registration Number:	2168023	BONAVITA
Registration Number:	2636068	ISSI
Registration Number:	2691114	LIFESTYLE CRIB
Serial Number:	77231692	EUROPA BABY
Serial Number:	77429825	TREASURED BEGINNINGS

CORRESPONDENCE DATA

Fax Number: (202)585-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-585-8000

Email: nptm@nixonpeabody.com

Correspondent Name: David L. May

Address Line 1: 401 9th Street NW, Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

900123999

TRADEMARK
REEL: 003913 FRAME: 0839

CH \$165.00 2682277

ATTORNEY DOCKET NUMBER:	742016-0
NAME OF SUBMITTER:	Laura D. Golden
Signature:	/laura d. golden/
Date:	01/06/2009
<p>Total Attachments: 9</p> <p>source=LoJobi IP APA#page1.tif</p> <p>source=LoJobi IP APA#page2.tif</p> <p>source=LoJobi IP APA#page3.tif</p> <p>source=LoJobi IP APA#page4.tif</p> <p>source=LoJobi IP APA#page5.tif</p> <p>source=LoJobi IP APA#page6.tif</p> <p>source=LoJobi IP APA#page7.tif</p> <p>source=LoJobi IP APA#page8.tif</p> <p>source=LoJobi IP APA#page9.tif</p>	

ASSET PURCHASE AGREEMENT

by and among

LaJobi, Inc.

(“Buyer”)

LaJobi Industries, Inc.

(“Seller”)

and

Lawrence Bivona

Joseph Bivona

(the “Stockholders”)

Dated as of April 1, 2008

ASSET PURCHASE AGREEMENT

THIS **ASSET PURCHASE AGREEMENT** (this "**Agreement**") is made as of April 1, 2008, by and among LaJobi, Inc., a Delaware corporation ("**Buyer**"), LaJobi Industries, Inc., a New Jersey corporation ("**Seller**" or "**LaJobi**"), Lawrence Bivona, an individual resident in the State of New Jersey ("**LB**") and Joseph Bivona, an individual resident in the State of New York ("**JB**"), and together with LB, the "**Stockholders**" and each a "**Stockholder**").

RECITALS

WHEREAS, Seller is engaged in the business of designing, importing and selling infant and juvenile furniture and other bedroom items (the "**Business**");

and

WHEREAS, Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer all of the Acquired Assets (as defined below), and Buyer wishes to assume all of the Assumed Obligations (as defined below), all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and warranties herein contained, the parties hereto agree as follows:

ARTICLE II

SALE AND PURCHASE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED OBLIGATIONS

2.1 Acquired Assets. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, acquire and take assignment and delivery of, all of the assets owned by Seller related to, or used

in conjunction with, the Business (wherever located), except for those assets specifically excluded pursuant to Section 2.3 (all of the assets sold, assigned, transferred and delivered to Buyer hereunder are referred to collectively herein as the “**Acquired Assets**”). Without limiting the generality of the foregoing, the Acquired Assets include all of Seller’s right, title and interest in and to the following:

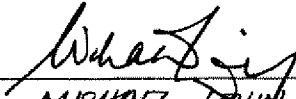
(e) Intellectual Property. All trademarks, service marks, whether registered or existing at common law, trade names, Internet domain names, designs, logos, slogans, and general intangibles of like nature, including the name “LaJobi”, together with all goodwill, registrations and applications related to the foregoing; patents and industrial design registrations or applications (including any continuations, divisionals, continuations-in-part, renewals, reissues, reexaminations and applications for any of the foregoing); copyrights (including any registrations and applications for any of the foregoing); software, “mask works” (as defined under 17 USC § 901) and any registrations and applications for “mask works”, and Trade Secrets (collectively, the “**Intellectual Property**”), including those items set forth on Schedule 2.1(e);

4.13 Intellectual Property.

(a) Schedule 2.1(e) sets forth, for the Intellectual Property owned by Seller, an accurate list of all U.S. and foreign (i) issued and pending patents and patent applications; (ii) registered or pending trademarks; (iii) Internet domain registrations; and (iv) copyright registrations and mask work, copyright and mask work applications. The Intellectual Property of Seller includes all Intellectual Property used in connection with Seller's Business as currently conducted, whether registered or existing at common law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

LAJOB!, INC.

By: 
Name: MICHAEL LEVIN
Title: PRESIDENT

LAJOBI INDUSTRIES

By: Laurence Bivona
Name: Laurence Bivona
Title: President

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

Lawrence Bivona
LAWRENCE BIVONA

Joseph Buona
JOSEPH BIVONA

LAT 2100360

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

TRADEMARK
REEL: 003913 FRAME: 0848

Schedule 2.1(e)

Intellectual Property

Registered Trademarks

Babi Italia, Registration Number 2,682,277 registered February 4, 2003 by the United States Patent and Trademark Office (the "USPTO").

Bonavita, Registration Number 2,168,023 registered June 23, 1998 by the USPTO.

Issi, Registration Number 2,636,068 registered October 15, 2002 by the USPTO.

Lifestyle Crib, Registration Number 2,691,114 registered February 25, 2003 by the USPTO.

Pending Applications for Registered Trademarks

Europa Baby, United States Trademark Application Number 77/231,692, Reference Number 742016-16, filed with the United States Patent and Trademark Office on July 17, 2007.

An application for a trademark for "Treasured Beginnings" has been submitted to the USPTO and was assigned serial number 77429825 via an email dated March 24, 2008.